

## Staff Summary Report

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Council Meeting Date: 07-22-08

Agenda Item Number: \_\_\_\_\_

**SUBJECT:** Approval of grant award from the Arizona Department of Public Safety – Victims of Crime Act (VOCA) - Victim Assistance Grant Program for the provision of victim assistance services for CARE 7.

**DOCUMENT NAME:** 20080722cskb02 HUMAN SERVICES NEEDS (0608-01)

**SUPPORTING DOCS:** Yes

**COMMENTS:** Victims of Crime Act (VOCA) Grant is in the amount of \$51,569.00 for FY July 1, 2008 through June 30, 2009. Matching funds of \$12,892 for in-kind services will be met through volunteer hours.

**PREPARED BY:** Kathy Berzins, Deputy Manager Community Services, Social Services; (480) 350-5464

**REVIEWED BY:** Tom Canasi, Community Services Manager, (480) 350-5305

**LEGAL REVIEW BY:** Dave Park, Assistant City Attorney, (480) 350-8907

**FISCAL NOTE:** N/A

**RECOMMENDATION:** Approval of this grant award to provide valuable support services to domestic violence, sexual assault, and other victims of crime.

**ADDITIONAL INFO:** These grant funds will continue to provide a full time Victim Advocate for victims of crime and domestic violence. This position provides timely access to crisis counseling, comprehensive information, emergency housing/shelter, food, linkage to individual/group counseling and criminal justice advocacy for victims of crime in Tempe.



# ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

**"Courteous Vigilance"**

JANET NAPOLITANO ROGER VANDERPOOL  
Governor Director

June 3, 2008

Kristen Scharlau  
City of Tempe - CARE 7 Program  
655 South Ash Avenue  
Tempe, AZ 85281

**RE: Fiscal Year 2008/2009 DPS-VOCA Award**

Dear Mrs. Scharlau:

Congratulations! Your agency has been awarded \$51,569 in DPS VOCA funds for the 2008/2009 program year. Enclosed is the grant award agreement package for your DPS VOCA grant. Please read and be familiar with the General and any applicable Special Conditions contained in the agreement.

Your agency has 90 days from the date of this letter to accept this offer by signing and returning the enclosed agreement and related documents; however, reimbursement of VOCA grant funds will not be made until the entire agreement package has been returned to DPS and is fully negotiated. The following items are attached:

1. **Subgrant Award Agreement.** This agreement must be signed by the authorized officials listed on the signature page. Return the *entire* agreement to DPS. A copy will be mailed to you once it has been signed by the DPS Director.
2. **Certification Form.** Complete the EEOP Certification Form and return the signed form to DPS with your award agreement.
3. **Certification Regarding Lobbying.** Subgrantees who receive over \$100,000 in federal funding in a fiscal year must complete, sign and return this form certifying that they will comply with "New Restrictions on Lobbying," 28 CFR Part 69.
4. **Disclosure of Lobbying Activities.** Any subgrantee who receives more than \$100,000 in federal funding in a fiscal year and has engaged in reportable federal lobbying activities must complete and return this form.
5. **Certification Regarding Debarment.** This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension," 28 CFR Part 67, Section 67.510, participants' responsibilities. This certifies that your agency is eligible to receive a federal grant, and that neither your agency nor its employees have been debarred from doing business with the federal government. This completed certification must be returned to DPS with your signed Award Agreement.
6. **Executive Order 99-4.** This order is required on all state contracts and is enclosed for your reference. (**Do not return to DPS**).

If you have any questions, please call me at (602) 223-2491.

Sincerely,

A handwritten signature in cursive script that reads "Sheri Doll".

Sheri Doll  
Grant Coordinator

Enclosures

ARIZONA DEPARTMENT OF PUBLIC SAFETY

VICTIMS OF CRIME ACT (VOCA)

VICTIM ASSISTANCE GRANT PROGRAM

FEDERAL GRANT #2007-VA-GX-0027

CFDA #16-575

SUBGRANT AWARD AGREEMENT

SUBGRANTEE

AGENCY: City of Tempe - CARE 7 Program

ADDRESS: P.O. Box 5002

CITY: Tempe STATE: AZ ZIP: 85280-2822

2008/2009 AWARD AMOUNT: \$51,569

2008/2009 REQUIRED MATCH (NON-FEDERAL SOURCE): \$12,892

PROJECT PERIOD: 07/01/2008 to 06/30/2009

PROJECT PURPOSE: To provide assistance to victims of crime.

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This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 U.S.C. 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subgrantee to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subgrantee's agreement or amended agreement(s) are incorporated by reference into this Sub-Grant Award Agreement.

This award is subject to agreement by the subgrantee, including any DPS VOCA-funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984, the victim assistance grant program guidelines, Office of Victims of Crime (OVC), the subgrantee's application, the attached general conditions and applicable special conditions, the Office of Justice Programs (OJP) manual 7100.1c, "Financial Guide (2006)", and OMB circulars A-87, A-102, A-110, A-122, A-133, and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments as codified by the Department of Justice, all of which are incorporated by reference as if fully stated herein.

Subgrantees, and all its contractors, will comply with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subpart 1 and Department of Justice regulations on disability discrimination, Part 35.

The Arizona Department of Public Safety agrees to pay subgrantee the above shown AWARD AMOUNT subject to the conditions provided herein:

General Conditions

The subgrantee agrees:

- 1.0 Definition of Terms.** As used in this sub-grant award agreement, the terms listed below are defined as follows:
- 1.1 "Agreement" means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
  - 1.2 "Agreement Amendment" means a written online document approved by the Arizona Department of Public Safety that is requested by the Sub-recipient agency for the purpose of making changes in the agreement.
  - 1.3 "Application" means a written online Request for Grant Application (RFGA).
  - 1.4 "Days" means calendar days unless otherwise specified.
  - 1.5 "Direct Service" means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
  - 1.6 "Director" means the head of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
  - 1.7 "DPS" means the Arizona Department of Public Safety.
  - 1.8 "Grant" means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
  - 1.9 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.10 "Match" means additional resources (cash or in-kind) provided by the Sub-recipient to support the DPS VOCA funded project. Cash match must be from a non-Federal source.
  - 1.11 "Project" means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this sub-grant award agreement only.
  - 1.12 "Services" means the furnishing of labor, time or effort by a Sub-recipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.
  - 1.13 "State" means the State of Arizona and Department or Agency of the State that executes the sub-grant award agreement.
  - 1.14 "Sub-grant award agreement" means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
  - 1.15 "Sub-recipient" means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.

1.16 "VOCA" means Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601, et seq.

**2.0 Sub-grant award agreement interpretation.**

2.1 Arizona Law. The Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.

2.2 Sub-grant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the sub-grant award agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.47.1 Special Conditions;

2.47.2 General Conditions;

2.47.3 DPS / VOCA Guidelines;

2.47.4 Federal VOCA Guidelines; OJP Financial Guide; and applicable OMB circulars

2.48 Relationship of parties. The Sub-recipient under this sub-grant award agreement is an independent Sub-recipient. Neither party to this sub-grant award agreement shall be deemed to be the employee or agent of the other party to the sub-grant award agreement.

2.49 Severability. The provisions of this sub-grant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the sub-grant award agreement.

2.50 No parol evidence. This sub-grant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.6 No waiver. Either party's failure to insist on strict performance of any condition of the sub-grant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**3.0 Sub-grant award agreement administration and operation.**

3.1 Non-Discrimination. The Sub-recipient shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

In the event a federal or state court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age or handicap against the agency, the Sub-recipient shall forward a copy of the finding to the Office of Justice Programs, Office of Civil Rights and DPS.

3.2 Required reports. The Sub-recipient will submit reports on such data in such form and at such times as required by DPS, to include:

3.2.1 Monthly financial report due the 15<sup>th</sup> of each month;

3.2.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter;

3.2.3 Annual narrative report due 30 days following the close of the grant period;

3.2.4 DPS Crime Victim Services survey due annually upon request; and

3.2.5 Year-end Amendment Agreement, if applicable, due 30 days following the close of the grant period.

Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.

- 3.3 Records. The Sub-recipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award for a period of at least five years following the closure of the most recent audit report and, with a 24-hour notice, will allow DPS to review all of the Sub-recipient's records concerning this grant project.
- 3.4 Capital equipment. The Sub-recipient shall retain all capital equipment and furniture (costs in excess of \$5,000 per unit) purchased through this sub-grant award agreement for a period of no less than five years from the date of purchase. The Sub-recipient shall submit a copy of the invoice, which includes the serial number of the item to DPS within thirty days of purchase. All capital equipment and furniture must be used for victim services as identified in the Sub-recipient's application and this sub-grant award agreement. Any deviation from this provision must be approved in writing by DPS. If a violation exists within the five-year period, DPS may gain possession of any capital equipment or furniture listed in this sub-grant award agreement, and may redistribute those item(s) to another Sub-recipient for victim services use.
- 3.5 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a Sub-recipient purchases ownership with support through this sub-grant award agreement.
- 3.6 Research or statistical information. The Sub-recipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.7 Site inspections. The continuance of the Sub-recipient's sub-grant award agreement is contingent upon successful completion of random or for-cause inspections.
- 3.8 Audit requirements. The Sub-recipient shall comply with the audit requirements of Office of Management and Budget (OMB) Circular A-133 and the DPS VOCA guidelines.
- 3.9 Sub-grant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 4.0 Cost and Payments.**
- 4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA.
- 4.2 Compliance. Failure of the Sub-recipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget will be subject to immediate cancellation. The Sub-recipient will not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The Sub-recipient agrees to reimburse DPS for any VOCA funds the Sub-recipient expends that are not in full compliance with this sub-grant award agreement.
- 4.3 No charge to victims. Sub-recipients must provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.
- 4.4 On-call time. The Sub-recipient will not utilize VOCA funds to support on-call time for staff. DPS may approve the use of on-call time as program match.

- 4.5 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and will not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 U.S.C. 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.
- 4.6 Mandated services. The Sub-recipient will not utilize VOCA funds to support legally mandated services.
- 4.7 Funds management. The Sub-recipient will provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Financial Guide, effective edition.
- 4.8 Unexpended funds. The Sub-recipient will immediately contact DPS to make arrangements to amend their budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.
- 4.9 Matching funds. The Sub-recipient will commit, track and report matching funds at approximately the same percentage rate as expenditures. The Sub-recipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The sub-grant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.
- 5.0 Sub-grant Award Agreement Changes.**
- 5.1 Agreement Amendment. This sub-grant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 Assignment of duties. The Sub-recipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.
- 5.3 Scope of work. Awards are based on information presented in the Sub-recipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the Sub-recipient's application must be approved in writing by DPS prior to the use of such funds.
- 5.4 Subcontracts. The Sub-recipient shall not enter into any subcontract under this sub-grant award agreement without the advance written approval of DPS. The Sub-recipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this sub-grant award agreement.
- 6.0 Indemnification.**
- Sub-recipient Indemnification. The parties to this sub-grant award agreement agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the Sub-recipient for vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its' department, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

**7.0 Grant Remedies.**

- 7.1 Right to Assurance. If DPS in good faith has reason to believe that the Sub-recipient does not intend to, or is unable to perform or continue performing under this sub-grant award agreement, DPS may demand in writing that the Sub-recipient give a written assurance of intent to perform. Failure by the Sub-recipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the sub-grant award agreement under the General Conditions or other rights and remedies available by law or provided by the sub-grant award agreement.
- 7.2 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the Sub-recipient must submit written documentation to DPS explaining steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the Sub-recipient must submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

**8.0 Grant Termination.**

- 8.1 Cancellation for conflict of interest. Pursuant to A.R.S. 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the Sub-recipient receives written notice of the cancellation unless the notice specifies a later time. If the Sub-recipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the Sub-recipient must be reverted within 30 days of the cancellation notification.
- 8.2 Gratuities. DPS may, by written notice, terminate this sub-grant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the Sub-recipient or a representative of the Sub-recipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the sub-grant award agreement, an amendment to the sub-grant award agreement, or favorable treatment concerning the sub-grant award agreement, including the making of any determination or decision about sub-grant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Sub-recipient.
- 8.3 Suspension or Debarment. DPS may, by written notice to the Sub-recipient, immediately terminate this sub-grant award agreement if DPS determines that the Sub-recipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a sub-grant award agreement shall attest that the Sub-recipient is not currently suspended or debarred. If the Sub-recipient becomes suspended or debarred, the Sub-recipient shall immediately notify DPS.
- 8.4 Termination for convenience. DPS reserves the right to terminate the sub-grant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the Sub-recipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the Sub-recipient must be reverted within 30 days of the termination notification.



- 8.5 Termination for default. In addition to the rights reserved in the contact, DPS may terminate the sub-grant award agreement in whole or in part due to the failure of the Sub-recipient to comply with any term or condition of the sub-grant award agreement or to make satisfactory progress in performing the sub-grant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contact start date, 40% within 7 months, and 70% within 10 months. DPS shall provide written notice of the termination and the reasons for termination to the Sub-recipient. In the event of termination under this paragraph, any unexpended funds received by the Sub-recipient must be reverted within 30 days of the termination notification. The Sub-recipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the DPS Director or his designee.
- 8.6 Continuation of performance through termination. The Sub-recipient shall continue to perform, in accordance with the requirements of the sub-grant award agreement, up to the date of termination, as directed in the termination notice.
- 8.7 Termination by Sub-recipient. Upon written notice to DPS, the Sub-recipient may cancel this sub-grant award agreement. Any unexpended funds shall immediately be reverted to DPS.

**9.0 Arbitration.**

The parties to this sub-grant award agreement agree to resolve all disputes arising out of or relating to this sub-grant award agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 except as may be required by other applicable statutes (Title 41).

**10.0 Other Service Requirements.**

- 10.1 Collaboration. The Sub-recipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.
- 10.2 Demographics. The Sub-recipient agrees to maintain information on victim services provided through this project by race, national origin, sex, age and disability.
- 10.3 Key staff changes. The Sub-recipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.
- 10.4 Vacancies. The Sub-recipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.
- 10.5 Surveys. The Sub-recipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Lykert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).
- 10.6 Victim Compensation. The Sub-recipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The Sub-recipient agrees to designate a victim compensation coordinator within its agency. The Victim compensation coordinator must have received victim compensation training through the county attorney's office. If training has not been received, the Sub-recipient agrees to arrange for and attend training within 90 days from the first day of this sub-grant award agreement or 90 days after reassignment of new staff in this role.

- 10.7 Victims' Rights. The Sub-recipient agrees to notify victims of Victims' Rights (A.R.S. 13-4401, et seq.) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Non-criminal justice agencies will track their success ratio introducing victims to the criminal justice system in a verifiable manner. Non-criminal justice agencies will ensure that all DPS-VOCA funded staff and their first line supervisor have received victims' rights training from a criminal justice agency.
- 10.8 Volunteers. The Sub-recipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. Volunteer use is a current and ongoing requirement for all projects.

**2008 - 2009  
APPROVED BUDGET**

<b>Budget line items:</b>	<b>Federal</b>	<b>Match</b>	<b>Total</b>
<b>Salaries and Wages</b>	\$43,986	\$12,892	\$56,878
<b>Fringe Benefits</b>	\$ 7,583	\$ 0	\$ 7,583
<b>Travel</b>	\$ 0	\$ 0	\$ 0
<b>Professional/Outside Services</b>	\$ 0	\$ 0	\$ 0
<b>Equipment</b>	\$ 0	\$ 0	\$ 0
<b>Other Operating</b>	\$ 0	\$ 0	\$ 0
<b>Total</b>	\$51,569	\$12,892	\$64,461

For the Arizona Department of Public Safety:

\_\_\_\_\_  
Roger Vanderpool, Director  
Arizona Department of Public Safety

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Section  
**Approved as to Form**

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For the Subgrantee:

Project Director:

Signature: Kathy Berzins  
Kathy Berzins, Social Services Manager

Date: 6/30/08

Authorizing Official:

Signature: \_\_\_\_\_  
Hugh Hallman, Mayor, City of Tempe

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Subgrantee (optional)

# CERTIFICATION FORM

Recipient Name and Address: \_\_\_\_\_

Grant Title: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Award Amount: \_\_\_\_\_

Contact Person Name and Title: \_\_\_\_\_ Phone Number: (     ) \_\_\_\_\_

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. A recipient should complete *either* Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant.

**Section A- Declaration Claiming Complete Exemption from the EEOP Requirement.** *Please check all the boxes that apply.*

- |                                                                  |                                                                             |
|------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> Recipient has less than 50 employees,   | <input type="checkbox"/> Recipient is an Indian tribe,                      |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or        |
| <input type="checkbox"/> Recipient is a medical institution,     | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, \_\_\_\_\_ [responsible official], certify that  
\_\_\_\_\_ [recipient] is not required to  
prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that  
\_\_\_\_\_ [recipient] will comply with applicable Federal civil rights  
laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title

Signature

Date

**Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.**

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ [responsible official], certify that  
the \_\_\_\_\_ [recipient], which has 50 or more  
employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an  
EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and  
signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in  
the office of: \_\_\_\_\_ [organization],  
at \_\_\_\_\_ [address], for review by the public and  
employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of  
Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Print or type Name and Title

Signature

Date



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy on maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

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## Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient, include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

# Disclosure of Lobbying Activities

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse side for instructions.)

**Public Reporting Burden** for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee    Tier _____, if known:   Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime:</b>   Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>   Federal Action Number, if known: _____		<b>7. Federal Program Name/Description:</b>   CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b> _____		<b>9. Award Amount, if known:</b> \$ _____
<b>10a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____		<b>b. Individuals Performing Services</b> (including address if different from No. 10a.) (last name, first name, MI): _____

**11. Information requested through this form is authorized by Sec.319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

Federal Use Only:

Authorized for Local Reproduction  
Standard Form-LLL (1/95)





U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization  
  
\_\_\_\_\_

## **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## EXECUTIVE ORDERS

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### PROHIBITION OF DISCRIMINATION IN CONTRACTS —NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

#### EXECUTIVE ORDER 99-4

Amending 75-5

I, Jane Dee Hull, under and by virtue of the authority vested in me as Governor of the State of Arizona by the Constitution and Statutes of the State of Arizona do Order and direct:

PART 1—Nondiscrimination in employment by government contractors and subcontractors.

All government contracting agencies shall include in every government contract Hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

A continued Executive Order No. 75-5 is hereby amended to permit government contractors and subcontractors that are religious organizations to provide employment preferences based upon religion when dealing with a bona fide occupational qualification reasonable necessary to the operation of the religious organization, in accordance with the requirements of Title 41, chapter 9, article 4, Arizona Revised Statutes.

Executive Order No. 75-5 prohibits all government contractors and subcontractors from discriminating against any employee or applicant for employment because of race, age, color religion, sex or national origin. Executive Order No 75-5 further requires all government contractors and subcontractors to take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, age, color, religion, sex or national origin.

Arizona's Civil Rights Act, Title 41, chapter 9, article 4, does not apply to religious organizations with respect to the employment of individuals of a particular religion to perform work connected with the activities of the employer. It also provides that religious organizations may provide employment preferences based upon religion when dealing with a bona fide occupational qualification reasonable necessary to the operation of the religious organization. This is consistent with the provisions of the Civil Rights Act of 1964 (42 U.S.C. 2000e, et seq.). In addition, in the Personal Responsibility and Work Opportunity Reconciliation Act, P.L. 104-193, Congress provided that religious organizations are eligible for the receipt of federal funds on the same basis as other private organizations.

B. The contractor will in all solicitations or advertisement for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's

## EXECUTIVE ORDERS

commitments under the Executive Order and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will furnish all information and reports required by the contracting agency and will permit access to his books, records, and accounts by the contracting agency and the Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.

E. In the event of the contractor's noncompliance with the nondiscrimination clauses of the contract or with any such rules, regulations or orders of the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and this contract may be cancelled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for future government contracts until said contractor has been found to be in compliance with the provisions of this order and the rules and regulations of the Arizona Civil Rights Division, and such sanctions may be imposed and remedies invoked as provided in Part II of this order, and the rules and regulations of the Arizona Civil Rights Division.

F. The contractor will include the provisions of paragraphs A through E in every subcontractor purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect in the subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Arizona to enter into such litigation to protect the interest of the State of Arizona.

G. Each contractor having a contract containing the provisions prescribes in the section shall file and shall cause each of his subcontractors to file compliance reports with the contracting agency or the Civil Rights Division, as may be directed. Compliance reports shall be filed within such times and shall contain such information as the practices, policies, programs and employment policies, programs and employment statistics of the contractor and each subcontract and shall be in such a form as the Arizona Civil Rights Division may prescribe.

H. Bidders or prospective contractors or subcontractors shall be required to state whether they have participated in any previous contract subject to the provisions of this order or any preceding similar Executive Order and in the event to submit on behalf of themselves and the proposed subcontractors compliance reports prior to, or as an initial part of negotiation of a contract.

I. Whenever the contractor or subcontractor has a collective bargaining agreement or other contractor understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information from such labor unions or agency practices and policies affecting compliance as the contracting agency or Civil Rights Division may prescribe; provided that, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify the contracting agency as part of its compliance report and shall set forth what efforts he has made to obtain such information.

J. The contracting agency or the Civil Rights Division shall require that the bidder or prospective contractor or subcontractor shall submit as part of his compliance report a statement in writing signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training with which the bidder or prospective contractor deals with supporting information to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purpose and provisions of this order. In the event that the union or the agency shall refuse to execute such a statement, the compliance shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Civil Rights Division may require.

### **PART II — Enforcement**

## EXECUTIVE ORDERS

A. Each contracting agency shall be primarily responsible for obtaining compliance with this Executive Order with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Civil Rights Division in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this order and the rules and regulations and orders of the Civil Rights Division issued pursuant to this order. They are directed to cooperate with the Civil Rights Division and to furnish the Division such information and assistance as it may require in the performance and assistance as it may require in the performance of the Division's functions under this order. They are further directed to appoint or designate from among the agency personnel compliance officers. It shall be the duty of such officers to first seek compliance with the objective of this order by conference, conciliation, mediation or persuasion.

B. The Civil Right Division may investigate the employment practices of any government contractor or subcontractor or initiate such investigation by the appropriate contracting agency or determine whether or not the contractual provisions specified in this order have been violated. Such investigations shall be conducted in accordance with the procedures establishment by the Civil Rights Division and the investigating agencies shall report to the Civil Rights Division any action taken or recommended. The Civil Rights Division may receive and investigate or cause to be investigated complaints by employees or prospective employees of a government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Part 1 of this order. If the investigation is conducted for the Civil Rights Division by a contracting agency that agency shall report to the Civil Rights Division what action has been taken or its recommended with regard to such complaint.

C. The Civil Rights Division shall use its best efforts directly and through contracting agencies, other interested state and local agencies, contractors and all other available instrumentalities to cause any labor union engaged in work under government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work or cooperate in the implementation of the purposes of this order.

D. The Civil Rights Division or any agency, officer or employee in the executive branch of the government designated by rule, regulation or order of the Civil Rights Division may hold such hearings, public or private as the Division may deem advisable for compliance, enforcement of educational purposes. The Civil Rights Division may hold or cause to be held hearings in accordance with rules and regulations issued by the Civil Rights Division prior to imposing, ordering or recommending the imposition of penalties and sanctions under this order.

E. No order for debarment of any contractor from further government contracts under this order shall be made without affording the contractor an opportunity for a hearing.

F. Sanctions and Penalties. In accordance with such rules, regulations or orders as the Civil Rights Division may issue or adopt, the Civil Rights Division or the appropriate contracting agency may publish or cause to be published the names of contractors or unions which it has concluded have complied or have failed to comply with the provision of this order and with the rules, regulations and orders of the Civil Rights Division.

1. Contracts may be cancelled in whole or in part, terminated, or suspended absolutely, or continuation of contracts may be conditioned upon a program for future compliance approved by the contracting agency or the Civil Rights Division; provided that any contracting agency shall refrain from entering into further contracts, extensions or other modifications of existing contracts with any noncomplying contractor until such contractor has established and will carry out personnel and employment policies in compliance with the provision of this order.

2. Under rules and regulations prescribed by the Civil Rights Division, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this order by methods of conference, conciliation, mediation and persuasion before proceedings shall be instituted under this order or before a contract shall be cancelled or terminated in whole or in part under this order for failure of a contractor or subcontractor to comply with contract provisions of this order.

## EXECUTIVE ORDERS

G. This Executive Order shall become effective within (60) days of its issuance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed to the Great Seal of the State of Arizona.

Jane Dee Hull  
Governor

[March 1, 1999] DONE at the Capitol in Phoenix on this First day of March in the Year of Our Lord One Thousand Nine Hundred and Ninety-Nine and of the Independence of the United State of America the Two Hundred and Twenty-third.

ATTEST:

Betsey Bayless  
Secretary of State